

FILED

2016 MAR 22 AM 10 50

BRENDA DESHIELDS  
CLERK AND RECORDER  
BENTON COUNTY, AR.

**IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
CIVIL DIVISION**

**WESTERN FEDERAL CREDIT UNION**

**PLAINTIFF**

**v.**

**No. CV 2015-1626-6**

**DAVID D. SEABOLT  
RANDALL WILLIAM SEABOLT;  
DWIGHT H. PIERCE; and  
OZARK CAPITAL CORPORATION**

**DEFENDANTS**

**NOTICE OF COMMISSIONER'S SALE**

**NOTICE IS HEREBY GIVEN** that pursuant to the authority and directions contained in the Amended Decree of Foreclosure of the Circuit Court of Benton County, Arkansas entered on the 22nd day of March, 2016, between WESTERN FEDERAL CREDIT UNION, now known as Unify Financial Credit Union, plaintiff, and DAVID D. SEABOLT, RANDALL WILLIAM SEABOLT, DWIGHT H. PIERCE, and OZARK CAPITAL CORPORATION, defendants, the undersigned, as Commissioner of such Court, will offer for public sale to the highest bidder at the entrance to the circuit clerk's office in the Benton County Courthouse, 102 N.E. "A" Street, Bentonville, Arkansas 72712, within the hours prescribed by law for judicial sales, on the 25<sup>th</sup> day of April, 2016 at 10:15 a.m., the following described real estate situated in Benton County, Arkansas:

**LOT 5, BLOCK 1, NORTHWEST PARK ADDITION, FINAL PLAT TO THE  
CITY OF DECATUR, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT  
RECORD 14, PAGE 283.**

TERMS OF SALE: The purchaser will pay the full purchase price on the day of the sale or pay ten percent (10%) of the purchase price, non-refundable, with the balance due to the Commissioner, together with ten percent (10%) interest per annum from the date of the sale until fully paid, within three (3) months from the date of the sale. Prior to the commencement of bidding, any individual who shall desire to bid on the real estate shall inform the Commissioner that he will pay the full purchase price of the real estate in cash or he shall present a letter of credit or a bond as required by law to the Commissioner and shall receive pre-approval by the Commissioner to secure the payment of the remainder of the purchase price within three (3) months from the date of the sale. A lien shall be retained on the premises sold to secure the payment of the purchase price until the balance is paid in full. The property shall be sold "as is", without warranty of any kind. The purchaser shall be responsible for the costs of the sale, including the Commissioner's fee and recording fee, as well as for any unpaid real estate taxes.

Given under my hand this 22<sup>nd</sup> day of March, 2016.



Brenda DeShields,  
Commissioner in Circuit Court

